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**Rev. 1/4/01**

**PART I - THE SCHEDULE**  
**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1. CONTRACT SUMMARY**

This contract consists of a base period and four unilateral option periods as shown below:

<u>Period</u>	<u>From</u>	<u>To</u>
Base Period	Award	End of Month 12
Option Period I	Start of Month 13	End of Month 24
Option Period II	Start of Month 25	End of Month 36
Option Period III	Start of Month 37	End of Month 48
Option Period IV	Start of Month 49	End of Month 60

**B.2. CONTRACT MINIMUM/MAXIMUM**

The minimum value of this contract shall be \$10,000 and its maximum value shall be \$34,000,000. Funding will be obligated with each task order.

**B.3. HOURLY RATES AND UNIT PRICES**

The hourly rates and unit prices set forth in this section for all line items are fixed for the duration of the contract.

	<u>Base</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
<u>Hourly Labor Rates:</u>					
<u>Primary</u>					
Account Supervisor	_____	_____	_____	_____	_____
Account Executive	_____	_____	_____	_____	_____
PR Director	_____	_____	_____	_____	_____
PR Specialist	_____	_____	_____	_____	_____
Creative Director	_____	_____	_____	_____	_____
Asst. Creative Dir.	_____	_____	_____	_____	_____
Copywriter	_____	_____	_____	_____	_____
Art Director	_____	_____	_____	_____	_____
Designer	_____	_____	_____	_____	_____
Paste-Up Artist	_____	_____	_____	_____	_____
Production Manager	_____	_____	_____	_____	_____
Agency Producer	_____	_____	_____	_____	_____
Traffic Control	_____	_____	_____	_____	_____
Media Director	_____	_____	_____	_____	_____
Media Buyer	_____	_____	_____	_____	_____
Ethnic Mrktg. Coordinator	_____	_____	_____	_____	_____
<u>Secondary</u>					
Research Director	_____	_____	_____	_____	_____
Research Assistant	_____	_____	_____	_____	_____
<i>The Offeror shall add any additional in-house labor categories necessary to staff this account or any material categories which also may be required.</i>					
<u>Other Direct Costs:</u>					
Per Copied Page	_____	_____	_____	_____	_____
Per In-house Color Output	_____	_____	_____	_____	_____

Per Faxed Page \_\_\_\_\_

*The Government will maintain an account, at its expense, with FedEx to be used by the Contractor for sending packages to BPD offices in Parkersburg, WV and Washington, DC.*

#### **B.4. LABOR CATEGORY DESCRIPTIONS**

Following is a description of the labor categories priced at B.3.:

##### **Primary**

**Account Supervisor** – Provides overall project guidance and strategic counsel. Ensures overall goals and objectives of program are met and has financial oversight of the account.

**Account Executive** – Day-to-day overseer of activities. Ensures timely start-up, execution, and delivery of program components and maintains financial controls and close coordination with the Contracting Officer's Technical Representative (COTR).

**Public Relations Director** – Secures favorable public exposure and designs strategies to help attain a certain public image. Directs publicity programs to targeted public and evaluates advertising and promotions programs for compatibility with public relations efforts. Assists client staff in drafting speeches and arranging key interviews, appearances, and events and other forms of public contact. Observes social, economic, and political trends that might ultimately have an effect upon client and makes recommendations to enhance the client's image based on those trends.

**PR Specialist** – Conducts day-to-day activities to support program goals, including outreach to media and constituency groups, drafting letters and materials, and representing client at appropriate meetings and conventions.

**Creative Director** – Provides overall creative design direction, integrating client objectives and tested messages into print, broadcast, and electronic media for advertising and other promotional materials.

**Assistant Creative Director** – Day-to-day overseer of creative production activity. Ensures timely delivery of products.

**Copywriter** - Drafts copy for advertisements and materials.

**Art Director** – Provides art concepts for print, broadcast, and electronic media for advertising and promotional materials. Ensures concepts are integrated across various media.

**Designer** – Develops and executes graphic design treatments of art concepts

**Paste-up Artist** – Assists in producing samples of creative products.

**Production Manager** - Oversees the production process and production coordination.

**Agency Producer** – As the agency representative, secures all the necessary professional services and agreements for the production of TV and radio broadcast spots based on accepted concepts through either in-house or subcontracted film/video/audio production companies. Requires thorough understanding of union (i.e., SAG and AFTRA) licensing agreements for talent and an ability to acquire professional services for all aspects of production.

**Traffic Control** – Maintains production timeline for all creative projects.

**Media Director** – Consistent with client objectives and direction, advises client management on the most results-driven, cost-effective ways to deliver specific messages to targeted or general public. Negotiates with the media, mailing list brokers, and Internet services for specific buys and secures matching public service time or space in equivalent time or position to maximize exposure. Analyzes effectiveness of the media campaigns based on measured and verified exposure, and results.

**Media Buyer** - Specialized in buying time and/or space from various measurable media outlets such as broadcast, print, electronic, direct marketing, and out-of-home media. Secures best values based on cost and delivery of messages to the target audiences. Evaluates expected pre-buy performance with post-buy deliveries.

**Ethnic Marketing Coordinator** – Oversees outreach to priority ethnic and minority audiences, and identifies and manages subcontractors directly involved in outreach marketing efforts and productions.

#### **Secondary**

The following categories are considered secondary in that primary market research responsibilities will be handled by another contractor, but on occasion, there may be a need for some research to be conducted by the contractor.

**Research Director** – Oversees entire research process, including focus groups and surveys, interacts with client in development of research objectives and plans, identifies and manages research vendors.

**Research Assistant** – Handles basic research, including online information searches, to maintain knowledge base and monitors media to report coverage that affects issues.

*The Offeror shall include descriptions in its proposal for any labor categories which it has added as indicated at B.3. Further, if the offeror intends to staff our account with labor categories with descriptions different than those shown above, it should indicate its description in its proposal.*

#### **B.5. MEDIA BUYING**

As indicated in Section C, the Contractor may be required to purchase print, radio, television, and electronic media, as well as other types of media, on the behalf of Public Debt. For these media purchases, Public Debt will pay only the actual amount (net-net) paid to the media outlet plus any material handling charge necessary for Contractor to transact such a purchase beyond allowable labor charges based on the hours required to transact the purchase multiplied by the appropriate hourly rate at B.3. of this contract. The rate set forth in this section is fixed for the duration of the contract.

Media Buying Material Handling Charge \_\_\_\_\_%

*The Offeror shall indicate as a percentage of the actual amount paid to the media outlet (net-net), the media buying material handling charge applicable to this service.*

*The Offeror shall indicate as a percentage any material handling charge (subcontractor/vendor management charge) that it proposes. Any material handling charge will be inserted here at time of award.*

#### **B.6. TASK ORDERS**

The Government will issue task orders under this contract. Task orders will be issued on either a fixed-price or time-and-materials basis in accordance with the pricing parameters stated in this section and the instructions in Section H.

## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### C.1. BACKGROUND

#### C.1.1. PROGRAM BACKGROUND

##### **Purpose**

The Department of the Treasury, Bureau of the Public Debt (Public Debt) is responsible for marketing the sale of U.S. Savings Bonds and to increase awareness of the importance of saving. The purposes of the Savings Bonds Program are to provide cost-effective financing for the public debt and to promote and educate the public about the importance of saving. Public Debt is also responsible for administering the *TreasuryDirect* Program.

##### ***TreasuryDirect***

The *TreasuryDirect* program allows customers to buy Treasury bills, notes, and bonds at auction and hold them in accounts on Public Debt's books. It is Public Debt's retail securities service for investors in these securities. Investors now hold some \$82 billion in more than 680,000 *TreasuryDirect* accounts. All principal and interest payments are made electronically. *TreasuryDirect* is designed for the investor who purchases securities and intends to hold them to maturity.

Beginning in 1997, Public Debt began offering *TreasuryDirect* customers a variety of services via touch-tone telephone and the Internet. *TreasuryDirect Electronic Services* (TDES) offers telephone and Internet account access to *TreasuryDirect* customers. TDES allows *TreasuryDirect* customers to buy and reinvest securities, check account balances, and order statements or duplicate 1099-INT forms. Using the Internet, customers can also change their address or phone number. Customers can pay their yearly account maintenance fees over the telephone by authorizing an automatic debit to their designated financial institution.

Since implementing the reinvestment capability (*Reinvest Direct*) in August 1997, nearly 50% of all reinvestments have been authorized electronically through TDES. We implemented the ability to purchase electronically (*Buy Direct*) in September 1998, and since that time more than 35% of all purchases were made through TDES.

*TreasuryDirect* offers customers nationwide toll-free access to customer service representatives as well as to the electronic services.

##### **Savings Bonds**

Savings bonds marketing has a dual mission: to promote the purchase of savings bonds and to increase awareness of the importance of saving as reflected in the Department of the Treasury's strategic plans. Today's efforts and resources are devoted to promoting EE and I Bonds through marketing and sales campaigns with employers, media, and financial institutions.

Over 50% of all bonds are sold through financial institutions and almost 50% through employers. The Treasury sells about 2% directly to customers. This year, 11 million customers will purchase 50 million savings bonds worth \$5 billion. Savings bonds are the most widely held security in the United States. More than 55 million Americans, nearly 20% of the total population, own \$185 billion in savings bonds. These holdings represent about 6% of the privately held public debt.



Public Debt's savings bonds marketing program is carried out in a competitive, rapidly changing environment. Institutionalized mass marketing practices are less effective in today's environment than in the past. Among the biggest challenges are

- overcoming low awareness of key product features, and
- correcting current misperceptions about savings bonds.

Our own research, confirmed by outside experts, shows that

- most consumers are confused about EE Bonds,
- few know about I Bonds, and
- consumers believe that savings bond interest is lower than it is.

Our primary marketing challenges are creating and communicating messages to the public that effectively overcome these attitudes and take advantage of consumer desires for safe and secure financial instruments.

Our traditional marketing methods have relied on annual payroll and media campaigns; voluntary support by banks, employers, and others; and public service advertisements. None of these methods are as effective in today's market as they once were.

#### **Campaigns, Payroll Savings Plans, and Voluntary Support**

Sales are promoted through annual campaigns supported by volunteer efforts and public service advertising. The campaigns include kick-off events, promotional activities and publicity, and a wide distribution of promotional materials. The staff recruits business executives, who lead and finance approximately 80 campaigns in major metropolitan areas annually, to assist in publicizing savings bonds and in encouraging payroll sales.

#### **Public Service Advertising Campaigns (PSAs)**

Public Debt has relied on public service advertising, both broadcast and print, to create program and product awareness. PSAs cannot be targeted to a particular audience nor can placement be controlled; they are run voluntarily when and where a media outlet decides. PSAs cannot contain "hard-hitting" sales messages, and therefore they tend to contain general, "evergreen" messages.

#### **Marketing in the Future**

Out of a wide range of potential strategic approaches, Public Debt is beginning to lay the groundwork for a new integrated marketing communications strategy. The proposed strategy incorporates a combination of several new elements.

- A strong public relations campaign supported by a professional firm.
- Targeted paid advertising supported by a professional advertising agency to reach the highest-potential market segments with persuasive messages about the financial and other advantages of savings bonds.
- A much-reduced public service advertising program that would focus messaging only on the importance of saving—the public education role of the savings bonds program.
- An effective, systematic market research program to support targeted marketing and continuously evaluate the results of our marketing efforts.

- The development of electronic tools such as downloadable promotional and campaign material for use by employers and financial institutions.
- A sales promotion staff working in new, highly selective, cost-effective ways with employers, financial institutions, the media, and private sector partners.

### **Target Audiences with Effective Messages**

The marketing strategy will target program information to selected audiences throughout the year. Public relations and advertising agencies will assist Public Debt in planning and executing long-term programs. In-house staff will maintain the marketing infrastructure, complement components of the plans, and maintain relationships with public- and private-sector partners.

The fundamental difference in our approach will be the way we define the marketplace and how we create, design, and convey marketing messages. Our messages will be based on a fully developed, up-to-date market research capability. These messages will target specific audiences using the most cost-effective means. There will be a defined purpose and objective for each message, which will have results we can measure.

The segments selected will be based on market research showing growth potential, return on cost of acquiring a customer, and potential for long-term customer relationships. Our goal is to better understand the savings needs of our current and potential customers.

While most marketing will be targeted, we will also direct some messages to broad segments of the population through our public education program to further our goal of encouraging savings and investment.

### **Use Planned and Targeted Public Relations**

Public Debt's marketing strategy of the future will employ an expanded public relations component. Public Debt will shift from relying on public service advertising as the primary means for conveying the message to one with a greater emphasis on public relations. We will expand the number of ongoing relationships with financial reporters and editors to increase the public's awareness of savings bonds through print, radio, television, and Internet coverage generated by a well-executed public relations program.

### **Emphasize Direct Access Relationships**

The marketing strategy is designed to promote a steady growth in "direct access" sales through EasySaver and the Internet. A major benefit associated with this strategy stems from the fact that the technology associated with direct access sales methods presents us the opportunity to carry out our marketing responsibilities in very different and more effective ways, not previously possible. Direct access will provide increased opportunities for direct customer relationships. We will have the ability to learn more about our customers, develop a customer retention program, and improve the quality of customer service. Also, as the number of customers with whom we have a direct relationship grows, our reliance on the more expensive, less efficient, mass media communications approaches to reach this segment can be reduced and replaced by less costly, more direct communications messaging techniques, such as e-mail.

### **Rely Heavily on Electronic Services**

Today, one of the best sources of readily accessible, accurate savings bonds information is the savings bonds website. The site provides tools for bond owners, payroll accounts, financial institutions, media, and volunteers. Nevertheless, we have only just begun to tap its full potential from a marketing perspective. The website will have a central role in Public Debt's long term marketing strategy. Public Debt plans to continue to develop and implement new methods to reach and interact with customers through electronic means.

### **Improve Ability to Assess Results**

In addition to using market research to formulate future marketing strategies, Public Debt will also improve its capability to assess the results of its marketing and sales efforts.

### **C.1.2. FUTURE OF THE PROGRAMS**

Public Debt intends to implement this new marketing strategy to brand and position its retail securities programs, U.S. Savings Bonds and *TreasuryDirect*, as a family of products and increase sales of savings bonds.

Public Debt requires the services of advertising and public relations agencies (or one agency with both capabilities) to assist in the strategic planning and execution of a marketing campaign for Treasury's retail financial products through a variety of methods. Public Debt contemplates that the selected contractor would develop and implement two targeted public relations campaigns annually each of which would have specific objectives aimed at particular consumer segments. The campaigns would be supported by advertising and/or other marketing methods. Public Debt also expects that an additional public relations campaign would be developed and implemented that would be more general and educational in nature, supported by public service advertising. It would have a social marketing purpose, such as encouraging saving or explaining inflation and the concept of real versus nominal rates of return on investment.

The selected Contractor(s) shall provide a full-range of marketing services and products such as media/public relations, constituency relations, and creative concepts/design, production, and media buying. Materials shall be directed to audiences as determined by Public Debt. Primary market research will be handled by another firm; however, the contractor will be expected to consult on market research plans, analysis, and impact.

Specific information about various research studies and reports can be found at a dedicated website that is available to potential offerors at [www.publicdebt.treas.gov/bpd/bpd01R0008.htm](http://www.publicdebt.treas.gov/bpd/bpd01R0008.htm), which should be available for your review on January 5, 2001. Additional public links include [www.savingsbonds.gov](http://www.savingsbonds.gov), [www.easysaver.gov](http://www.easysaver.gov), [www.savingsbondsdirect.gov](http://www.savingsbondsdirect.gov), [www.publicdebt.gov](http://www.publicdebt.gov), and [www.treasurydirect.gov](http://www.treasurydirect.gov)

### **C.2. SCOPE OF WORK**

The contractor shall develop integrated marketing campaigns, including creative material and messages, to reach selected target audiences and attain objectives, as set by Public Debt, for those audiences. The Contractor shall select and employ the most effective communication tools from among all that are available to convey the campaign's message(s) in the context of **public relations, publicity, paid advertising, and/or public service advertising**, including, but not limited to, the following:

- Print, broadcast, and internet advertising
- Placement of stories in newspapers and magazines, etc. and with the broadcast media
- Media kits for print, broadcast, and television press
- Brochures and other print promotional material
- Public relations stories for broadcasts
- Internet and electronic messages and advertising
- Translated materials for non-English speaking audiences
- Direct mail inserts (contributed and commercial)
- Training films for trade associations, businesses, and payroll savings companies
- Media tours for senior Public Debt and Treasury officials, and other spokespersons
- Posters

- Interagency and Government Advertising/PR
- Government Contractors PR/Advertising
- Outreach association PR/Advertising
- Exhibits and conferences
- Youth programs
- Video news releases
- Radio actualities
- Promotions and Premium/Incentives
- Teleconferences
- Airport/Transit/Hotel and In-Flight Advertising
- Kiosk/ATM/Point-of-Purchase and Mall Advertising
- Transit Advertising
- Outdoor Advertising
- Stadium/Arena/Sports Team Advertising/PR
- Movie Advertising
- Cooperative advertising

### **C.3. OBJECTIVES**

- a) The primary objectives of Public Debt's campaign are to:
  - 1) Increase broad self-reported public awareness about the need to save, with the goal of encouraging the public to learn more about their options and act.
  - 2) Establish Public Debt's retail offerings as a modern family of U.S. Treasury products.
  - 3) Reposition Savings Bonds, within that family, as a desirable portfolio starter, diversifier, or addition by creating accurate public awareness about the features of the Series I Bond and Series EE Bond among the following audiences: the public at large, targeted consumer segments, distributors, and influencers including the personal financial media, business media and cultural and political opinion leaders.  
Increase the number of purchasers of Savings Bonds each year.
  - 4) Increase awareness among targeted groups about marketable Treasury issues, bills, notes, bonds, and inflation-indexed securities and their availability through *TreasuryDirect*.
- b) The following are examples of the types of general objectives that Public Debt may establish under this contract for various campaigns:
  - 1) Link all product knowledge together into product family knowledge. Double product family awareness (ability to name other Treasury financial products when given one) in three years.
  - 2) Double awareness of product specifics (how and where to buy savings bonds, how savings bonds earn interest, maturity dates, how to get information on current rates, and the proper competitive context for savings bonds) over five years.
  - 3) Double awareness of overall and audience specific message (ease of access, safety, security, diversification) between years two and five.
  - 4) Triple overall awareness of *TreasuryDirect* in five years.
  - 5) Double awareness of on-line sales among all customers over five years.
  - 6) Increase positive earned media mentions by 10% per year.
  - 7) Double self-reporting of earned media mentions as information sources over five years.
  - 8) At the end of five years, earned media exposure should be a significant driver.
- c) The following are examples of audience-specific awareness targets that Public Debt may establish for various campaigns under this contract:
  - 1) Increase self-reported willingness to recommend recurring purchase methods, such as payroll savings and EasySaver by current customers by 10% each year.
  - 2) Triple awareness in youth and minority segments of products specifics in five years.
  - 3) At the end of five years, impact analyses should indicate that foreign language earned media

- is a significant driver of purchasing behavior in the Spanish-speaking population.
- 4) Increase recommends by Internet customers to those reluctant to use the Internet. Double Internet customers' willingness to recommend in five years.
  - 5) Halve overall public reluctance to purchase Public Debt products via the Internet in five years.

#### **C.4. TASK ORDER GENERAL REQUIREMENTS**

The tasks set forth in this statement of work are representative of the types of services that may be ordered by the Government under the contract. Actual types will be specifically described in individual task orders. Generally, the Government will issue task orders for media in the following phases: concept development, production, packaging design, and placement.

##### **C.4.1. RIGHTS**

The Contractor shall accomplish all aspects of production from concept development to packaging. All materials, including supporting creative rationale shall be developed and submitted for inspection and acceptance by the Contracting Officer and shall remain the property of the Government.

##### **C.4.2. QUALITY STANDARD**

The quality of contractor services, supplies and equipment shall meet the recognized and generally accepted standards of the commercial motion picture industry, using American National Standards Institute (ANSI) standards, Society of Motion Picture and Television Engineers (SMPTE) practice, Association of Cinema and Video Laboratories (ACVL) procedures and motion picture film manufacturer's recommended specifications. The Contractor shall adhere to the regulations of the Federal Communications Commission (FCC) and all other standards and regulations pertaining to this solicitation.

##### **C.4.3. CONTRACTOR'S PROFESSIONAL PERSONNEL**

The Contractor shall provide personnel such as directors, camera staff, editors, and other technical personnel who are professionally qualified when such personnel are required in the performance of the task order unless otherwise stated in the task order.

##### **C.4.4. SUITABILITY OF TALENT**

The Government reserves the right to disapprove for cause, any talent or model not deemed to be in the best interest of the Government, notwithstanding the individual's professional qualifications. Disapproval for cause could result from items including, but not limited to, events in the individual's public or private life which would cast doubt about their veracity or credibility as a Treasury Department spokesperson or which would otherwise create a negative impression of the agency with segments of the public intended to be reached by the media.

##### **C.4.5. RELEASES**

The Contractor shall have releases from all persons recognizably photographed or recorded, including guardians or parents of minors employed in the creation or production of any services provided for under the task order. The releases shall enable the Contractor to own free-and-clear the work or contribution of the talent for the period specified in the task order(s). As a prerequisite to completion of a production or increment thereof, the Contractor shall assign all such releases to the Government. The releases shall enable the Government to exhibit the production at any time and through any method of projection or transmission, whether television, radio, still photographs, or otherwise, without limitation.

##### **C.4.6. PAYMENT OF TALENT**

The payment of performing artists appearing in TV, radio, and electronic broadcasts for the campaign shall be made in accordance with the policies of the American Federation of Radio and

Television Artists (AFTRA), the Screen Actors Guild (SAG), and the American Federation of Musicians (AF of M) as applicable for public service advertising or paid commercial advertising, as applicable. Under certain circumstances, the policies may permit artists to waive residuals or to accept specific-term buy-outs.

#### **C.4.7. ARRANGEMENTS FOR GOVERNMENT EMPLOYEES**

If interviews with Government officials are to be used in the segments, the COTR will arrange for the employees to meet with the Contractor.

#### **C.4.8. COURIER SERVICES**

If necessary and at the discretion of the COTR(s) and if the Contractor is located in the Washington, D.C. area, the Contractor may be required to utilize same-day courier services for the delivery of work products to the following address:

Department of the Treasury  
Bureau of the Public Debt  
999-E Street, NW Room \_\_\_\_  
Washington, DC 20239 (mail) Courier delivery ZIP 20004

#### **C.5. TASKS**

The tasks set forth below are representative of, but not limited to, the types of supplies/services that may be ordered under this contract. Task orders issued under this contract will require the Contractor to convey information in English, Spanish and other languages as required and through a wide variety of media (e.g., radio, video, television, internet, print, direct mail, etc.).

##### **C.5.1. PLANNING**

Based on direction from Public Debt, the Contractor shall, on a multi-year and annual basis, be required to develop a multi-year and annual plan that consists of making strategic recommendations, identifying marketing opportunities, and recommending strategies. The Contractor shall maintain a project planning calendar covering a three-month period and an annual calendar showing milestone dates and provide a written status of the current active projects to the COTR. Once a week at a mutually agreed upon day and time, a conference call between the Contractor and the COTR and other program officials will be held to discuss the status of active projects and upcoming action items for the current and following weeks.

The Contractor shall develop and revise (if necessary) advertising/public relations/communications plans and/or requested to assist in coordinating implementation strategy for discrete campaigns that are not part of the strategic plan described above.

##### **C.5.2. PRINT**

The Contractor shall create and prepare all phases of materials required for the production of print advertising, from creative concepts through production and approved mechanicals. Potential items for development include statement stuffers, print advertisements, articles for placement in selected magazines, pamphlets, and fliers. This process shall include, but is not limited to, preparation of ads, copy, layouts, mechanical arts, news releases, feature articles, fact sheets, CDs, and flyers for distribution to newspaper and other publication editors, and other target audience organizations.

The Contractor shall obtain the COTR's approval for concepts, copy, illustrations, models and model releases, photographers and photographer's rights, stock photo releases, and proofs.

The Government Printing Office (GPO) will be responsible for the production of print materials under this contract unless otherwise authorized by the Contracting Officer.

### **C.5.3. AUDIO/VIDEO**

The Contractor shall produce television and radio master tapes, mechanicals for packaging, and specifications for replication and production of the packaging materials as determined by specific task orders.

The Contractor shall obtain the COTR's approval for concepts, scripts, storyboards, recording sessions, talent and talent and stock footage releases, postproduction facilities, potential production sites (including filming locations), special effects, closed captioning, and music track compositions. Before proceeding with the final editing, the Contractor shall provide one VHS videocassette of a rough-cut or audiocassette copy, as appropriate, for the COTR's approval.

The Contractor shall provide an "as-produced" verbatim final script.

#### **C.5.3.1. TELEVISION/VIDEO**

The Contractor may be tasked to create and prepare all phases of materials required for the production of broadcast and cable television (TV) spots, Public Service Announcements (PSAs), and video news releases (VNRs) from creative concepts through video production, video replication, VROL, packaging design, closed captioning, and production, marketing, distribution, and evaluation of the effectiveness of the materials. This shall include, but is not limited to, pre-testing creative approaches; preparing and obtaining required releases for programs, properties, shows, talent and music rights; recommending, contacting, obtaining and supervising talent; and working with agents and subcontractors to produce, replicate, market, distribute, and evaluate the effectiveness of the TV advertisements.

The Contractor may be tasked to produce scripts and also duplicate, market, and distribute instructional videocassettes and/or films. The Contractor shall be responsible for all post-production effects, titles, music, editing, and closed captioning. The subjects and length of the videos/films will be identified in individual task orders issued against the contract.

All filming shall be on 16mm or 35mm color negative stock unless otherwise stated in a specific task order. All videotapes produced under this contract shall incorporate leaders having no less than 20 seconds of color bars and meet FCC broadcast standards for NTSC and HDTV.

#### **C.5.3.2. RADIO**

The Contractor may be tasked to create, script, and prepare all phases of materials required for the production of radio spots and radio actualities, from creative concepts through audio production, audio replication, packaging design and production, marketing, distribution, and evaluation. This includes but is not limited to pre-testing creative approaches; preparing and obtaining required releases for programs, properties, shows, talent and music rights; recommending, contacting, obtaining and supervising talent; and working with agents and subcontractors to produce the required radio spots. The Contractor shall also prepare all-materials including scripts and sound to the approved mechanical stage.

The Contractor shall complete all aspects of production, which will include furnishing professional announcers, recording facilities, talent, and technical personnel required for the recording and editing necessary to produce spots. The radio spots will require adaptation to different radio formats, including but not limited to Country, Contemporary, Black, Ethnic, Middle-of-the-Road, All News, All-Talk, and Album-Oriented Rock, and translation for non-English speaking audiences.

### **C.5.4. EXHIBITS**

The Contractor may be tasked to create and prepare all materials necessary for the production of exhibits or displays. Some of the exhibits shall be tabletop size, portable, easy to assemble, and



transport via overnight delivery and may require a display holder capable of holding promotion material (e.g. brochures). The exhibits may include panels, headers or frames which could be used at meetings, conventions, and various other promotional events and activities. Exhibits may also be required to remain for longer periods of time in prominent locations such as financial institutions.

#### **C.5.5. WEB SITE DESIGN AND MAINTENANCE SERVICES**

The Contractor shall create, develop, administer, and/or enhance existing web site designs including any accompanying graphics/documents associated with the web site. Contractors shall provide media in a format that is compatible with Public Debt's requirements. The Contractor may also be required to provide web site updates and maintenance.

#### **C.5.6. MEDIA BUYING**

The Contractor shall purchase print, broadcast, and electronic media on behalf of the Government. Such media buying will typically be targeted by locale, industry reach, or other segmentable trait.

#### **C.5.7. PUBLIC/MEDIA RELATIONS**

The Contractor shall assist in the planning and development of any public/media relations materials including writing releases and background information, scheduling and preparing campaigns for press conferences and other events. The Contractor shall provide customized media and public relations services to include the development of media messages and strategies that incorporate sound integrated marketing communications principles and processes. The Contractor shall additionally recommend media sources for placement of campaigns. The Contractor shall prepare media materials including but not limited to background materials, press releases, media alerts, speeches and presentations, and press kits. The Contractor shall execute media programs that may include but are not limited to press conferences, distribution of press materials, scheduling broadcast and/or print interviews, and media buying services such as instantaneous satellite services. Contractor shall secure favorable public exposure and design strategies to help attain a certain public image. Contractor shall direct publicity programs to targeted public and evaluate advertising and promotions programs for compatibility with public relations efforts. Contractor shall observe social, economic, and political trends that might ultimately have an effect upon Public Debt and make recommendations to enhance Public Debt's image based on those trends.

#### **C.5.8. VOLUNTEER CORPORATE, ORGANIZATIONAL, AND MEDIA PARTNERSHIPS**

The Contractor shall be required to advise and assist the client with building and maintaining relationships with leading national organizations and associations, corporations, and media. The Contractor's efforts, however achieved, will be intended to form third-party alliances with organizations that will provide Public Debt with valuable assistance in marketing its products.

#### **C.5.9. MARKET RESEARCH, MEDIA ANALYSIS, AND RELATED SERVICES**

While the primary market research will be handled by Public Debt and another contractor, Public Debt expects there may be occasions for some market research to be conducted by the Contractor. In these cases, the Contractor shall review, revise, and/or develop as required, customized strategic marketing plans that will formulate short and long-range goals to increase public awareness of products, services, and issues, or satisfy other objectives. The Contractor shall assist in the identification of the best target audience and/or work with a target audience indicated, establish measurable marketing objectives, determine market trends and conditions, identify appropriate strategies, recommend tactics to meet those objectives, and evaluate the results of planned media communications. Market trends and analysis may be required; additionally, other types of services such as conducting focus groups, telemarketing, individual

interviews, preparing/distributing surveys, and compiling/analyzing results may be required, but are not limited to these services

#### **C.5.10. TRANSLATION SERVICES**

The Contractor may be required in any task order to have a product translated to a foreign language. The Contractor shall have the capability to provide all required translators and other communication professionals (e.g., writers, editors, scriptwriters, copy editors, directors, professional actors and/or other talent) who are fluent in the language of the target audiences.

#### **C.5.11. DISTRIBUTION**

The Contractor may be required to develop distribution lists and distribute materials including labeling and packaging.

#### **C.5.12. PUBLIC EDUCATION AND OUT-OF-HOME MARKETING AND MEDIA SERVICES**

The Contractor shall provide services that promote public awareness and public education of Federal Government programs and services and provide out-of-home marketing. Types of services may include but are not limited to painted and/or electronic displays, posters, billboards, banners, bulletins, tear cards, balloons, skywriting, and bumper stickers. Novelty items such as key chains are also included and other miscellaneous business services not elsewhere classified. Site locations may include but are not limited to all manner of transit such as buses to include exterior and interior panels, train and subway stations, taxi tops, truck trailers and airport displays and kiosks.

#### **C.5.13. DIRECT MAIL SERVICES**

Contractors shall provide direct mail services that incorporate effective timing of messages, a method of reaching prospects directly, and diversity in advertising formats. The Contractor may also be required to compile, reproduce, merge/purge, track, and test mailing services and/or customize mailing lists. Types of services may include but are not limited to address list compilation, addressing services, warehousing/clearinghouse services, and mail advertising services including direct mail and postage. The Contractor will maximize postage discounts to the Government consistent with mission requirements. The Contractor may be required to use the Coding Accuracy Support System (CAS) software and National Change of Address (NCOA) to match addresses with the U.S. Postal Service database.

## **SECTION D - PACKAGING AND MARKING**

### **D.1. PAYMENT OF POSTAGE AND FEES**

- a) All postage and fees related to submitting information to the Contracting Officer or the COTR shall be paid by the Contractor unless mutually agreeable alternate arrangements are made between the COTR and the Contractor.
- b) The Government will establish an account with FedEx for the Contractor's use in shipping materials and products related to this contract only.

### **D.2. PREPARATION FOR DELIVERY**

All items shall be packaged in accordance with normal commercial practice.

### **D.3. MARKING OF SHIPMENTS**

To facilitate identification, the Contractor and each subcontractor making shipments to the Government shall mark each piece, bundle, or container (inside and outside) with the Government contract number, including task order number, when applicable, and mark all shipments in accordance with normal commercial practice.

## **SECTION E - INSPECTION AND ACCEPTANCE**

The following clauses are incorporated by reference:

**E.1. 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)**

**E.2. 52.246-6 INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR (JAN 1986)**

The following clause is incorporated in full text:

### **E.3. INSPECTION AND ACCEPTANCE**

Services rendered will be inspected for acceptance by the COTR. The name, address, and phone number of the COTR will be furnished at the time of award.

## **SECTION F - DELIVERIES OR PERFORMANCE**

The following clauses are incorporated by reference:

**F.1. 52.242-15 STOP-WORK ORDER (AUG 1989)**

**F.2. 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)**

**F.3. 52.247-34 F.O.B. DESTINATION (NOV 1991)**

The following clauses are incorporated in full text:

### **F.4. DELIVERABLES**

- a) All deliverables required will be specified, as will the required delivery date(s), in each task order issued under this contract.
- b) The schedule for completion of work to be performed under this contract will be delineated in each task order issued under this contract.
- c) If the Contractor is a large business, Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report, must be submitted in accordance with the instructions on the forms. The Contracting Officer must receive the report(s) within 30 days after the close of each calendar period which is October 1 – March 31 and April 1 – September 30 for the SF 294 and October 1 – September 30 for the SF 295.

### **F.5. PLACE OF DELIVERY**

- a) Delivery of all items to the COTR shall be made to the address specified in the task order.
- b) Delivery location for individual work products identified under a given task order will be identified in the task order.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1. CONTRACTING OFFICE REPRESENTATIVES**

Contracting Officer:

Tammie S. Johnson

Contract Negotiator:

Michael L. Cundiff

Address:

Department of the Treasury

Bureau of the Public Debt

Division of Procurement, UNB 4th Floor

200 Third Street

Parkersburg, WV 26101-5312

E-mail Address:

procurement@bpd.treas.gov

Telephone:

(304) 480-7137

### **G.2. CONTRACT ADMINISTRATION**

In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer be effective or binding upon the Government. The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the discretion of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in the costs incurred as a result thereof.

### **G.3. GOVERNMENT CONTACT FOR CONTRACT ADMINISTRATION**

The Government's Contract Administrator is:

Michael L. Cundiff, Contract Specialist

Bureau of the Public Debt

Division of Procurement, UNB 4th Floor

200 Third Street

Parkersburg, WV 26101-5312

### **G.4. CONTRACTOR'S CONTRACT ADMINISTRATOR**

The Contractor's single point of contact for contract administration issues is:

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**G.5. DTAR 1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) DELEGATION AND AUTHORITY**

a) The Contracting Officer's Technical Representative is:

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b) Performance of work under this contract shall be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details, and otherwise serves to ensure that tasks outline in the work statement are accomplished satisfactorily.

c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:

- 1) Constitutes a change of assignment or additional work outside the specification(s)/work statement;
- 2) Constitutes a change as defined in the clause titled "Changes";
- 3) In any manner causes an increase or decrease in the contract price or the time required for contract performance;
- 4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
- 5) Interferes with the Contractor's right to perform under the terms and conditions of the contract; or
- 6) Directs supervises or otherwise controls the actions of the Contractor's employees.

d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the Contractor's opinion, any direction of the COTR, or his/her designee, falls within the limitations above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

f) Failure of the Contractor and Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause titled "Disputes."

**G.6. INVOICE REQUIREMENTS**

a) For Firm-Fixed Price orders, the Contractor shall render invoices in arrears upon successful completion of each task order or specific deliverable in a task order. For Time-and-Materials orders, the Contractor may render invoices in arrears as work is performed but not more frequently than monthly. Work performed under multiple task orders cannot be combined into a single invoice.

b) The Contractor shall submit invoices at the address below.

Department of the Treasury  
Bureau of the Public Debt  
Accounting Services Branch, UNB 6th Floor  
Parkersburg, WV 26106-1328

c) A proper invoice must include the following information and/or attached documentation:

- Name of the business concern and date of invoice

- Contract number or other authorization for delivery of property or services
- Task order number, description, price, quantity of services actually delivered or rendered, and the date thereof
- Shipping and payment terms
- Name, title, and phone number of responsible official preparing the invoice
- Name and signature of certifying official, title, phone number, and complete mailing address of responsible official to whom payment is to be sent
- For Time-and-Materials orders, copies of time sheets, subcontractor's invoices, or any other documentation supporting the invoice

#### **G.7. WITHHOLDING**

For Time-and-Materials orders, the Government shall withhold from its payments 5% of invoiced amounts pending final approval of the deliverables by the COTR.

#### **G.8. CORRESPONDENCE PROCEDURES**

To promote timely and effective administration, correspondence (with the exception of invoices) shall be subject to the following procedures:

- a) Technical correspondence shall be addressed to the COTR with an informational copy to the Contracting Officer.
- b) All other correspondence shall be addressed to the Contracting Officer.

#### **G.9. PRICING OF ADJUSTMENTS**

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" Clause, or any other clause of this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR 31) in effect on the date of the contract award.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1. PUBLIC RELEASE OF INFORMATION PERTAINING TO THIS CONTRACT**

Any proposed public release of information pertaining to this contract or the work called for hereunder shall be submitted to the Contracting Officer for approval prior to release. No information shall be released without written approval from the Contracting Officer.

### **H.2. PERSONNEL SECURITY REQUIREMENT**

The Government may require Contractor personnel to complete and sign a Non-Disclosure Agreement as a condition for granting such personnel access, or potential access, to sensitive or classified information.

### **H.3. RULES AND REGULATIONS**

The rules and regulations of the Department of the Treasury and Bureau of the Public Debt shall apply to the Contractor, including its employees and any subcontractors, while on the premises of the agency. These regulations include presenting valid identification for building entrance and obeying all the rules and regulations provided by the COTR or agency. If work is to be performed in a restricted area, Contractor personnel shall be escorted at all times.

### **H.4. INTERPRETATION OF CONTRACT REQUIREMENTS**

If the Contractor finds clarification necessary with respect to the scope of the services to be performed or manner in which the services are to be performed hereunder, he shall request such clarification from the Contracting Officer. No interpretation of any provision of this contract, including applicable specification, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer.

### **H.5. NON-PAYMENT FOR ADDITIONAL WORK**

Any additional services or a change to work specified which may be performed by the Contractor, either at his own volition or at the request of an individual other than a duly appointed Contracting Officer, except as may be explicitly authorized in the contract, will be done at the financial risk of the Contractor. Only a duly appointed Contracting Officer is authorized to bind the Government to a change in the specifications, terms, or conditions of this contract.

### **H.6. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the Government and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, and/or liability resulting from, brought for, or on account of any personal injury or property damage received or sustained by any person or property growing out of or attributable to any work performed under or related to this contract, regardless of whether such claims, loss, damage, actions, expense, and/or liability may be attributable to the fault, failure, or negligence of the Contractor.

### **H.7. NONPERSONAL SERVICES**

The Contractor agrees that this is a nonpersonal services contract; that for all the purposes of the contract the Contractor is not, nor shall he/she hold himself/herself out to be, an agent or partner of, or joint venture with, the Government; and that he/she shall neither supervise, nor accept supervision from, Government employees.

### **H.8. ORDERING**

#### **H.8.1. GENERAL**

- a) Services to be furnished under this contract shall be ordered by the placement of a task order, signed by the Contracting Officer. Such orders may be issued at any time during the term of



this contract.

- b) All task orders are subject to the terms and conditions of this contract. In the event of a conflict between a task order and this contract, the contract shall prevail.
- c) The Contractor shall not proceed with any work under a proposed task order unless authorized by the Contracting Officer. Each task order will indicate an effective date which shall be considered the start date as far as the determination of due date(s) for deliverables is concerned.
- d) Any order issued during the effective period of the contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

#### **H.8.2. TASK PROPOSAL REQUESTS**

- a) All work and services to be performed under this contract will be initiated by a task proposal request to be issued by the Contracting Officer. The task proposal request will specify, at a minimum, the following information:
  - 1) The Statement of Work (SOW) number
  - 2) A description of the work to be performed
  - 3) The desired period of performance or required completion date
  - 4) Reporting requirements and deliverables
  - 5) The date and time the Contractor's response is due
- b) The task proposal request neither commits the Government to pay any costs incurred in the submission of any proposal or in making necessary studies for the preparations thereof, nor does it commit the Government to issue a task order for such services. The Contracting Officer is the only individual who can commit the Government to the expenditure of public funds in connection with this contract.

#### **H.8.3. TASK PROPOSALS**

- a) The Contractor shall provide a written response to the task proposal request within ten calendar days, unless otherwise specified in the task proposal request. The Contractor's written response shall consist of the following:
  - 1) A technical proposal specifying the Contractor's approach to performing the required work
  - 2) A detailed work schedule identifying all significant milestones and deliverables
  - 3) A price proposal for the required work on a firm-fixed price or time-and-materials basis. The price shall be calculated using the appropriate rates and unit prices specified in Section B. The Contractor shall identify each category of labor required to perform the work and the corresponding number of hours for each category. Any travel shall be priced in accordance with FAR 31.205-46.
- b) The Government may enter into discussions with the Contractor regarding the task proposal for purposes of negotiating the technical approach, proposed staffing hours, or any other issues.

#### **H.8.4. TASK ORDERS**

Should the Government determine to proceed with the work identified in the task proposal request, a task order will be issued by the Contracting Officer to specify the work to be performed by the Contractor. All task orders will be unilateral. Task orders may be transmitted via facsimile. At a minimum, each task order issued under this contract will include the following:

- a) A task order number
- b) A description of the work to be performed
- c) The work schedule, period of performance, or required completion date
- d) The reporting requirements and deliverables
- e) The firm-fixed price or a not-to-exceed amount for time-and materials orders to complete the requirements
- f) The obligation of funds
- g) The payment schedule/terms

#### **H.9. PROPRIETARY RIGHTS**

All property rights, including publication rights, in the information and materials produced by the Contractor in connection with this contract shall vest in the Government. Information and materials shall include: progress reports, source data, computer software, software documentation, plans, systems analyses, reports, extracts, test data, and procedures. The Contractor shall not publish any of the results of the work and services provided for hereunder without the express written permission of the Contracting Officer.

The Contractor shall be responsible for maintaining a database of contacts under this contract. The Contractor shall make no use of this data other than that required by the Government. The Contractor is expressly forbidden from releasing or using this data. Any request to make any use of the data for any purpose other than the performance of this contract shall be made in writing to the Contracting Officer.

#### **H.10. REASSIGNMENT AND REPLACEMENT OF KEY CONTRACTOR PERSONNEL**

- a) The Government reserves the right to require the Contractor to reassign key Contractor employees (Account Supervisor, Account Executive, PR Director, Creative Director, Agency Producer, and Media Director) who are deemed incompetent, careless, unsuitable or otherwise objectionable, or whose continued use under any task order issued under this contract is deemed contrary to the best interests of the Government. Notice of such reassignment will be given in writing by the Contracting Officer.
- b) In the event the Contractor finds it necessary to replace the key personnel during the life of the contract, the COTR shall be notified in writing. In cases of Contractor-initiated reassignment of personnel, the request shall be submitted at least fifteen calendar days prior to reassignment to the COTR for review and approval as well as allowing for sufficient time allowed for training of replacement personnel. This notice shall also include the resume(s) of the proposed replacement personnel. All replacement personnel are subject to the written approval of the Contracting Officer prior to their beginning work under this contract.

## **SECTION I - CONTRACT CLAUSES**

### **I.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Office will make their full text available. Also, the full text of a clause may be accessed electronically at this address: [www.arnet.gov/far/](http://www.arnet.gov/far/)

The following clauses are incorporated by reference:

### **I.2. 52.202-1 DEFINITIONS (OCT 1995)**

### **I.3. 52.203-3 GRATUITIES (APR 1984)**

### **I.4. 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**

### **I.5. 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)**

### **I.6. 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)**

### **I.7. 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

### **I.8. 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

### **I.9. 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)**

### **I.10. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)**

### **I.11. 52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUNE 1999)**

### **I.12. 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)**

### **I.13. 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)**

### **I.14. 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

### **I.15. 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)**

### **I.16. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)**

### **I.17. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000)**

### **I.18. 52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)**

### **I.19. 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-**

**DISADVANTAGED STATUS AND REPORTING (OCT 1999)**

- I.20. 52.222-3 CONVICT LABOR (AUG 1996)**
- I.21. 52.222-21 PROHIBITION ON SEGREGATED FACILITIES (FEB 1999)**
- I.22. 52.222-26 EQUAL OPPORTUNITY (FEB 1999)**
- I.23. 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)**
- I.24. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**
- I.25. 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)**
- I.26. 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)**
- I.27. 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)**
- I.28. 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**
- I.29. 52.224-2 PRIVACY ACT (APR 1984)**
- I.30. 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JULY 2000)**
- I.31. 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)**
- I.32. 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)**
- I.33. 52.227-14 RIGHTS IN DATA - GENERAL (JUN 1987)**
- I.34. 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)**
- I.35. 52.229-5 TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)**
- I.36. 52.232-1 PAYMENTS (APR 1984)**
- I.37. 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (MAR 2000)**
- I.38. 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)**
- I.39. 52.232-11 EXTRAS (APR 1984)**
- I.40. 52.232-17 INTEREST (JUN 1996)**
- I.41. 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**

- I.42. 52.232-25 PROMPT PAYMENT (JUN 1997)**
- I.43. 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**
- I.44. 52.233-1 DISPUTES (DEC 1998)**
- I.45. 52.233-3 PROTEST AFTER AWARD (AUG 1996)**
- I.46. 52.242-13 BANKRUPTCY (JUL 1995)**
- I.47. 52.243-1 CHANGES - FIXED PRICE, ALTERNATE III (APR 1984)**
- I.48. 52.243-3 CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)**
- I.49. 52.244-2 SUBCONTRACTS (AUG 1998)**
- I.50. 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)**
- I.51. 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)**
- I.52. 52.248-1 VALUE ENGINEERING (FEB 2000)**
- I.53. 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)**
- I.54. 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)**
- I.55. 52.249-14 EXCUSABLE DELAYS (APR 1984)**
- I.56. 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)**

The clauses, which follow, are in full text:

**I.57. DTAR 1052.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990) (DEVIATION)**

*(a) Definitions.*

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibitions.*

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have

been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) *Agency and legislative liaison by own employees.*

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) *Professional and technical services.*

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit

the application of the professional or technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communication with a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) *Selling activities by independent sales representatives.*

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before and agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) *Disclosure.*

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to *include* profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.



- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.
- (d) *Agreement.* The Contractor agrees not to make any payment prohibited by this clause.
- (e) *Penalties.*
- (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
- (f) *Cost allowability.* Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

**I.58. 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award up to sixty months following award.

(b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

(c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I.59. 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$500,000;

(2) Any order for a combination of items in excess of \$1,000,000; or

(3) A series of orders from the same ordering office within 14 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I.60. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

**I.61. 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED**

**BUSINESS CONCERNS (OCT 1999)**

(a) *Definitions.* As used in this clause-- "Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B; and (i) No material change in disadvantaged ownership and control has occurred since its certification; (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and (iii) It is identified, on the date of its

representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR part 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of 10% to the price of all offers, except--

- (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
- (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));
- (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
- (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
- (v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

\_\_\_\_\_ Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

- (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
- (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
- (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

**I.62. 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)**

*(a) Definitions.*

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.63. 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**  
**SECTION J - LIST OF ATTACHMENTS**

**Attachment A** – SF LLL, Disclosure of Lobbying Activities

**Attachment B** – Task Proposal Request

**Attachment C** – Subcontracting Plan Outline

**Attachment D** – List of Small Disadvantaged Business Firms in Targeted NAICS

**Attachment E** – Summary Target NAICS/NAICS SDB Data

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF**  
**OFFERORS OR RESPONDENTS**

**K.1. 52.204-5 WOMEN OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly-owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. The offeror represents that it is \_\_\_\_\_ / is not \_\_\_\_\_ a women-owned small business concern.

**K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The Offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to--

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

-

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals

have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [*insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the Offeror deletes or modifies subparagraph (a)(2) of this provision, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.3. DTAR 1052.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (DEVIATION)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a Federal contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### **K.4. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_.

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.



- \_\_\_ Sole proprietorship;
- \_\_\_ Partnership;
- \_\_\_ Corporate entity (not tax-exempt);
- \_\_\_ Corporate entity (tax-exempt);
- \_\_\_ Government entity (Federal, State, or local);
- \_\_\_ Foreign government;
- \_\_\_ International organization per 26 CFR 1.6049-4;
- \_\_\_ Other \_\_\_\_\_.

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.5. 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are \_\_\_\_\_ are not \_\_\_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \_\_\_\_\_ have not \_\_\_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_\_\_ are not \_\_\_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has \_\_\_\_\_ has not \_\_\_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.6. 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

a) The offeror or respondent, in the performance of any contract resulting from this solicitation, \_\_\_ intends,

\_\_\_ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance  
(Street Address, City,  
State, County, Zip Code)  
Offeror or Respondent

Name and Address of Owner  
and Operator of the Plant  
or Facility if Other than

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**K.7. 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541810.

(2) The small business size standard is \$5.0 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The Offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a small business concern.

(2) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents, for general statistical purposes, that it \_\_\_ is, \_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a women-owned small business concern.

(4) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a veteran-owned small business concern.

(5) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a service-disabled veteran-owned small business concern.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### **K.8. 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)**

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) \_\_\_ *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph

(b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.*]

(c) **Penalties and Remedies.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K.9. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The Offeror represents that--

- (a) It \_\_\_ has, \_\_\_ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It \_\_\_ has, \_\_\_ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.10. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The Offeror represents that--

- (a) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.11. 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

\_\_\_ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the

Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.12. 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

### **L.1. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: [www.arnet.gov/far/](http://www.arnet.gov/far/)

The following provisions are incorporated by reference:

### **L.2. 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)**

### **L.3. 52.215-1 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION – ALTERNATE I (OCT 1997)**

### **L.4. 52.215-2 AUDIT AND RECORDS – NEGOTIATION (JUNE 1999)**

### **L.5. 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-TARGETS (OCT 2000)**

### **L.6. 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)**

### **L.7. 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)**

### **L.8. 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)**

The following provisions are incorporated in full text:

### **L.9. 52.216-1 TYPE OF CONTRACT (APR 1984)**

The government contemplates award of an indefinite delivery, indefinite quantity (IDIQ) contract with fixed hourly rates. Task orders issued against the contract will be issued as either a Time-and-Material/Labor Hours or Firm-Fixed Price or a combination thereof.

### **L.10. 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from Tammie S. Johnson, Contracting Officer; Bureau of the Public Debt; Division of Procurement, UNB 4<sup>th</sup> Floor; 200 Third Street; Parkersburg, WV 26101-5312.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### **L.11. HANDCARRIED AND COURIER-DELIVERED PROPOSALS**

The Offeror assumes the full responsibility for ensuring that offers are received at the place as delineated herein and by the date and time shown at block 3 of the OF 308. All offers must be closed and sealed and must be fully identified on the sealed envelope.

When proposals are hand-carried or sent by courier service, the address for offers is the Bureau of the Public Debt, Administrative Resources Center, Division of Procurement; United Bank Building, 4<sup>th</sup> Floor, 501 Avery Street; Parkersburg, WV 26101.

For offers sent via U.S. Mail, FedEx, or similar methods, the address is shown at block 3 of the OF 308.

#### **L.12. AMENDMENTS TO PROPOSAL**

Changes to the Offeror's proposal shall be accomplished by amended page(s). Changes from the original page shall be indicated by a vertical line, adjacent to the change, on the outside margin of the right-hand edge of the page.

#### **L.13. GOVERNMENT-FURNISHED MATERIAL, LABOR, OR FACILITIES**

No material, labor, or facilities will be furnished by the Government unless otherwise provided for in the solicitation or specified in individual task orders.

#### **L.14. FORMAT AND INSTRUCTIONS FOR PROPOSALS – PHASE I**

(a) Proposals, signed by an official authorized to bind the Offeror, shall set forth full, accurate, and complete information as required by this solicitation. The penalty for making false statements is prescribed in 18 U.S.C. 1001. Failure to furnish full and complete information requested may cause an offer to be determined unacceptable.

(b) The proposal submitted in response to this solicitation shall be formatted and submitted in the number of copies as specified below. A cover letter may accompany the proposal to set forth any information that the Offeror wishes to bring to the attention of the Government. The proposal shall consist of the following volumes and must include all requested information.

##### **L.14.1. VOLUME I - CONTRACTUAL DOCUMENTS**

a) OF 308 (1 signed original copy required). All applicable blocks of OF 308 shall be completed by the Offeror and shall be signed to show that the Offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document. All amendments to the solicitation (if any) shall be acknowledged by return of a signed copy of each amendment, or by separate letter.

b) SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (1 original copy required). The Offeror shall copy Section K of the solicitation, check or complete all applicable boxes or blocks in the paragraphs, and resubmit the full section as a part of Volume I of the proposal.

c) SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES (if applicable)

d) Describe any exceptions to the solicitation clauses or other conditions. This includes proposed language additions, deletions, or substitutions. Explain the reason(s) for the proposed exception and identify all existing solicitation language affected by the proposed change. If any such exceptions or conditions are offered, they must also be identified in a proposal cover or transmittal letter.

e) If the proposal involves a joint venture, "teaming arrangement", or significant subcontract effort, describe the legal and business arrangements involved.

f) The Contractor shall also furnish a name, phone number, facsimile number, and e-mail address for its point of contact.



**L.14.2. VOLUME II - PRICE PROPOSAL (2 printed copies)**

The offeror shall refer to Section B of the solicitation and provide the pricing information as indicated. The offeror shall also provide supporting documentation detailing how the pricing is determined. The offeror shall, for each hourly rate and unit price, indicate the rates for the base year as well as the four option years. If the offeror proposes a material handling charge (subcontractor/vendor management charge) or media buying material handling charge, it shall indicate the rate(s) and if the rate(s) are not the same for all years of the contract, the offeror shall indicate the rate(s) for each year of the contract.

**L.14.3. VOLUME III – WRITTEN TECHNICAL PROPOSAL (8 printed copies)**

This volume shall conform to the format described below. These directions assist in providing a fair, equitable, and expeditious evaluation of all proposals. The written technical proposal shall consist of the following information:

1. The offeror shall provide an executive briefing with a summary of its proposal in 10 pages or less. The offeror shall indicate whether it wishes to be considered for the award of 1) the entire contract, 2) the public relations components of the contract, or 3) the advertising components of the contract.
2. The offeror shall describe its capabilities (and those of its major subcontractors and/or joint venture partners, if any) in a maximum of fifteen pages.
3. The offeror shall also provide the following information—
  - a) Functional organizational chart.
  - b) Describe in detail how your company provides advertising and/or public relations services to a typical client.
  - c) Describe your creative process and how conceptualizing is accomplished. Discuss strengths and weaknesses of both processes.
  - d) Describe your plans to staff this account. Describe what methods you would use to become familiar with this account.
  - e) Identify the personnel in your company who will staff our account and provide a short one-paragraph description of the experience of each.
4. The offeror shall identify its past performance and expertise in developing multi-media information campaigns for five government and/or private entities within the past five years. When discussing previous projects, provide sufficient detail to convince evaluators of the relevance of the skills and objectives involved to ensure a successful and timely completion of the campaign. At a minimum, the offeror shall provide the following for each client:
  - a) Name of client
  - b) Current point of contact and phone number
  - c) Brief description of the services/products that are being marketed
  - d) Brief summary of the types of work completed for this client
  - e) The offeror shall provide a brief summary of any problems encountered (i.e. delays in meeting delivery dates) during the performance of any contract within the last three years. Describe how the problems were solved.

**L.14.4. VOLUME IV – TASK PROPOSAL (8 printed copies)**

In response to the task proposal request described in Attachment B, the Offeror shall prepare and submit a detailed task proposal in accordance with Section H.8.3.

**L.14.5. VOLUME V – SDB EVALUATION INFORMATION (1 original and 1 copy)**

The "LIST OF SMALL DISADVANTAGED BUSINESS FIRMS IN TARGETED NAICS" and "SUMMARY TARGET NAICS/NAICS SDB DATA" forms (see Section J of this solicitation), shall be completed with the requested information. Use of the forms contained in Section J of this solicitation is optional; however, submitted information must contain all elements included in the forms.

#### **L.15. ORAL PRESENTATIONS – PHASE II**

Those offerors who successfully pass Phase I, will be invited to present an oral presentation at 999 E. Street, Washington, DC as part of Phase II. The presentation shall not last longer than two hours. After the presentation, the Government will ask the offeror's representatives questions regarding the presentation and the solicitation requirements. The oral presentation shall be presented by the proposed Project Manager. Each offeror's presentation, which will be videotaped by the Government, shall be as follows:

1. The presentation shall begin with the presenter, by name, position, and company affiliation. Offerors may use a billboard to identify the presenter and company affiliation.
2. The offeror shall explain its understanding, approach, and allocation of resources to enable a complete evaluation of the offeror's capability to deliver the requirements as outlined in Section C. The offeror shall demonstrate that it possesses the necessary understanding, expertise, facilities, personnel and experience to successfully accomplish the required work. The offeror shall also describe its approach towards completing the work required as part of the attached task proposal request
3. During the oral presentation, offerors may use hard copies of charts or graphics (large enough to be recorded from a video camera). However, these exhibits will not be submitted for evaluation purposes.
4. Pricing information will not be included in any part of the presentation.
5. The two-hour time limit will begin at the Government's direction and will be immediately terminated at the end of two hours, unless, at the end of the presentation, or two hour time limit, whichever comes first, the Government may ask questions of the presenter. The question and answer period will be videotaped (no time limit) for evaluation purposes.

#### **L.16. SUBMISSION OF SUBCONTRACTING PLAN**

Upon the request of the Contracting Officer, if the apparent successful offeror is a large business, it shall submit a subcontracting plan following the Small, Small Disadvantaged and Women-Owned Business Subcontracting Plan Outline (see Section J).

#### **L.17. DISPOSITION OF SOLICITATION DOCUMENTS**

Drawings, specifications, and other documents supplied with the solicitation may be retained by the offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

#### **L.18. DISPOSITION OF PROPOSALS OR BIDS**

Proposals or bids will not be returned (except for timely withdrawals).

#### **L.19. PRE-PROPOSAL CONFERENCE**

A preproposal conference has been scheduled for January 18, 2001, at 11:00 a.m. EST. It will be held at the offices of the Federal Election Commission; 9<sup>th</sup> Floor, 999 E Street, NW; Washington, DC 20004. Do not contact the Federal Election Commission with respect to any phase of this solicitation including this conference.

Potential offerors wishing to attend the conference must notify Mike Cundiff via e-mail at [procurement@bpd.treas.gov](mailto:procurement@bpd.treas.gov). Your notification must include the following information: name,

position, name of agency, address, e-mail address, and phone number. Each potential offeror is limited to one attendee due to limitations in space.

Any questions you wish to have answered during the conference should be submitted to Mike Cundiff no later than noon on January 16, 2001. Questions should be e-mailed to Mike Cundiff at [procurement@bpd.treas.gov](mailto:procurement@bpd.treas.gov).

A transcript of the conference will be issued via amendment soon after the conference.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

The following provisions are incorporated by reference:

### **M.1. 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

### **M.2. 52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)**

The following provisions are incorporated in full text:

### **M.3. EVALUATION OF PROPOSALS**

Offerors must prepare proposals in accordance with the requirements of Section L of this solicitation document.

The technical evaluation of proposals received in response to this solicitation will be separated in two phases. All proposals will be evaluated by technical personnel by applying the factors described in this section to each proposal. The evaluation team will determine the merits of each proposal and provide a written summary of the evaluation results to the Contracting Officer.

The Contracting Officer may make a competitive range determination at any time during the evaluation process by using the merits of each technical proposal and/or price realism information. Only those offerors in the competitive range will be given the opportunity to give an oral presentation.

Technical merit is more important than price. The importance of price as an evaluation factor will increase with the degree of equality in the technical merits of the proposals. Between acceptable proposals with a significant difference in technical rating, a determination will be made as to whether the additional technical merit or benefits reflected by a higher priced proposal warrants payment of the additional price or cost. The SDB participation evaluation factor is of least importance.

#### **M.3.1. PHASE I - WRITTEN TECHNICAL EVALUATION FACTORS**

The following factors, in descending order of importance, will be used during Phase I to serve as the standard against which all proposals are to be evaluated.

##### **1. Past Performance -**

The Offeror will be evaluated on its demonstrated past performance in providing advertising and/or public relations for a full-scale, nationwide education/information campaign related to financial products requiring message development and delivery to a diverse audience.

##### **2. Key Personnel -**

The offeror will be evaluated on the experience and qualifications of the key personnel (Account Supervisor, Account Executive, PR Director, Creative Director, Agency Producer, and Media Director) to be used to staff our account.

##### **3. Offeror's Capabilities -**

The offeror will be evaluated on its capabilities to successfully execute our campaigns. Consideration will be given to the offeror's demonstrated ability to successfully perform multiple tasks, manage concurrent activities in various types of media, and meet deadlines in performing the required services similar to those required in the statement of work.

##### **4. Task Proposal -**

The offeror's task proposal in response to the task proposal request described in Attachment B will be evaluated for its technical and creative merits, which include but are not limited to, such aspects as its quality and comprehensiveness, understanding of the program and the issues that affect it, and the rationale for the proposed mix of resources required to execute the proposal.

5. SDB Participation -

The Government will evaluate the offeror's small disadvantaged business utilization through SDB participation factors. They are as follows:

- a. Past Performance
- b. Percentage of Total Contract Value

*(If an offeror is a small disadvantaged business and it does not waive the small disadvantaged business price evaluation adjustment (see Section I, 52.219-23), the offeror will receive a neutral rating for the fourth factor).*

**M.3.2. PHASE II - ORAL PRESENTATION**

Only those offerors who successfully pass Phase I will be invited to give an oral presentation. The offeror's oral presentation will be evaluated using the following evaluation factors. The evaluation factors are of approximately equal importance.

1. PRESENTATION IN RESPONSE TO TASK PROPOSAL REQUEST (ATTACHMENT B)

- a) The offeror's understanding of the required scope of work and its ability to meet the campaign objectives.
- b) Creative ideas set forth in addressing the requirements of the statement of work in order to effectively deliver the campaign message to targeted audiences.

2. ACCOUNT MANAGEMENT

- a) The offeror will be evaluated on the ability of the offeror's management and staff to develop and meet the requirements of the contract.
- b) The offeror will be evaluated on the availability of experienced employees in designing and managing similar projects.

**M.3.3. PRICE EVALUATION**

1. Labor Rate, Other Direct Cost, Material Handling Charge Evaluation -

This portion of the evaluation will be done as follows: for the labor rate analysis, the annual number of hours shown below will be multiplied against the offeror's submitted rates for each year; the offeror's other direct cost pricing will be multiplied against the annual quantity shown below for each year; and any material handling charge rates proposed by the offeror will be multiplied against the dollar amounts shown below for each year. The summation of the products will yield an overall evaluated price.

Notes:

- 1) Any offeror-added labor categories, other direct costs, or material handling charges will be analyzed for price reasonableness only.
- 2) The amounts shown below are estimates for evaluation purposes only.

	<u>Multiple Award</u> <u>Ad Only</u>	<u>Multiple Award</u> <u>PR Only</u>	<u>Single Award</u>	<u>Combined Contract</u>
<u>Labor Categories (stated in hours)</u>				
<u>Primary</u>				
Account Supervisor	500	0	400	
Account Executive	2,000	0	1,800	
PR Director	0	700	600	
PR Specialist	0	1,100	1,000	
Creative Director	1,700	0		1,500
Asst. Creative Dir.	600	0	500	
Copywriter	250	0	200	
Art Director	500	0	400	
Designer	400	0	400	
Paste-Up Artist	200	0	200	
Production Manager	600	0	500	
Agency Producer	500	0	500	
Traffic Control	600	0	500	
Media Director	300	200	400	
Media Buyer	500	0	500	
Ethnic Mrktg. Coord.	250	100	300	
<u>Secondary</u>				
Research Director	150	100	200	
Research Assistant	150	100	200	
<u>Other Direct Costs (stated in units)</u>				
Copied Pages	1,000	1,000	1,500	
In-House Color	300	100	400	
Outputs				
Per Faxed Page	1,000	1,000	1,500	
<u>Amounts Subject to Any Material Handling Charges (stated in dollars)</u>				
Material Handling	\$1,000,000	\$300,000	\$1,300,000	
Charge (Subcontractor/ Vendor Management Charge)				
Media Buying	\$3,000,000	\$1,000,000	\$4,000,000	
Material Handling Charge				

## 2. Task Proposal Evaluation -

The task proposal submitted in response to this solicitation will be price evaluated on the basis of its realism. Realism is the degree to which the proposed prices are fair, reasonable, consistent with the technical proposal, and represent a high probability that Government requirements will be met for the price offered.

**M.3.4. EVALUATION OF SUBCONTRACTING PLAN**

If the apparent successful offeror is a large business, its subcontracting plan will be evaluated to ensure that it is complete and contains all the information described in FAR 19.704; to determine the potential for small business, small disadvantaged business, HUBZone small business, and women-owned business subcontracting based on all available information, including the apparent successful offeror's previous achievements; and to determine whether the plan provides the maximum practicable opportunity for small business, small disadvantaged business, and women-owned business concerns to participate in the performance of the contract

**M.4. AWARD**

Award will be made to the offeror(s) that, in the opinion of the Contracting Officer, represents the best value to the Government. Further, while the government may make a single contract award resulting from this solicitation, it reserves the right to make multiple awards on the basis of functional practice (advertising or public relations) if necessary.